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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

LAS VEGAS SUN, INC., a Nevada
corporation,

Plaintiff,

v.

SHELDON ADELSON, an individual and as
the alter ego of News+Media Capital Group
LLC and as the alter ego of Las Vegas Review
Journal, Inc.; PATRICK DUMONT, an
individual; NEWS+MEDIA CAPITAL GROUP
LLC, a Delaware limited liability company;
LAS VEGAS REVIEW-JOURNAL, INC., a
Delaware corporation; and DOES, I-X,
inclusive,

Defendants.

Case No. 2:19-CV-01667-GMN-BNW

**PROPOSED STIPULATED
CONFIDENTIALITY AND PROTECTIVE
ORDER**

1 Plaintiff Las Vegas Sun. Inc. ("Plaintiff"), by and through its counsel of record, the law
2 firms of Lewis Roca Rothgerber Christie LLP, Pisanelli Bice PLLC, and the Alioto Law Firm, and
3 Defendants Sheldon Adelson, Patrick Dumont, News+Media Capital Group LLC, and Las Vegas
4 Review-Journal, Inc. ("Defendants"), by and through their counsel of record, the law firms of Kemp
5 Jones, LLP and Jenner & Block LLP, submit this Protective Order under Rule 26(c) of the Federal
6 Rules of Civil Procedure to protect confidential information and materials that may be made
7 available in the course of discovery in this action,

8 **IT IS HEREBY ORDERED THAT:**

9 1. Scope. This Protective Order shall govern the handling of all documents,
10 depositions, deposition exhibits, interrogatory responses, affidavits and any attached exhibits
11 thereto, or other information produced, given, or exchanged by and among the Parties and any other
12 parties or non-parties to this litigation (collectively, the "Discovery Material") that have been or
13 may be designated CONFIDENTIAL or ATTORNEY'S EYES ONLY pursuant to this Order (the
14 "Protected Material"). This Protective Order is binding upon the Parties, their agents and
15 employees, all counsel for the Parties and their agents and employees, and all persons to whom the
16 disclosure of Protected Material under this Protective Order is made.

17 2. No Use For Other Purposes. All Discovery Material, shall be used by the Parties
18 only for the purpose of conducting this litigation, the matter captioned *Las Vegas Sun, Inc. v.*
19 *News+Media Capital Group LLC, et al.*, Case No. A-18-772951-B (District Court, Clark County,
20 Nevada) (the "State Court Action"), including any appellate proceedings in either litigation, and
21 not by anyone else or for any other purpose.

22 3. Producing Person and Receiving Person. Any person or entity who generated (in
23 whole or in part), or provided information contained in any Protected Material, shall be referred to
24 herein as a "Producing Person." Any person or entity who receives any Protected Material shall be
25 referred to as a "Receiving Person."

1 4. Counsel. The term “Counsel” shall mean in-house counsel for the respective Parties,
2 as well as outside counsel for the respective parties and other attorneys, paralegals, secretaries, and
3 other support staff employed by outside counsel.

4 5. Confidentiality Designations. Each Party (or any non-party served with a subpoena
5 duces tecum by a party) that produces or discloses any Discovery Material that the Producing
6 Person believes should be subject to this Protective Order may designate the same as
7 CONFIDENTIAL or ATTORNEY’S EYES ONLY.

8 a. CONFIDENTIAL – The Producing Person may designate the following
9 Discovery Material as CONFIDENTIAL: sensitive, confidential, or proprietary technical, business,
10 or financial information which gains value from not being generally known or the disclosure of
11 which would harm the business or reputation of the Producing Person, or other information that the
12 Producing Person reasonably believes in good faith is confidential or otherwise qualifies for
13 protection under Federal Rule of Civil Procedure 26(c).

14 b. ATTORNEY’S EYES ONLY – The Producing Person may designate the
15 following Discovery Material as ATTORNEY’S EYES ONLY: sensitive, confidential, or
16 proprietary technical, business, or financial information that the Producing Person reasonably
17 believes in good faith will result in competitive or other harm if any individual who is entitled to
18 review material designated CONFIDENTIAL has access to it. Examples of such Discovery
19 Material are trade secrets, highly confidential business information, and proprietary personnel
20 information.

21 6. In the event the Producing Person elects to produce Discovery Material for
22 inspection, no marking need be made by the Producing Person in advance of the initial inspection.
23 For purposes of the initial inspection, all Discovery Material produced will be considered as
24 ATTORNEY’S EYES ONLY, and must be treated as such pursuant to the terms of this Order.
25 Thereafter, upon selection of specified Discovery Material for copying by the inspecting party, the
26 Producing Party must, within a reasonable time prior to producing the specified Discovery Material
27 to the inspecting party, apply any appropriate confidentiality markings.

1 7. Whenever a deposition taken on behalf of a party involves the disclosure of
2 CONFIDENTIAL or ATTORNEY'S EYES ONLY Discovery Material of any party or non-party:

3 a. The deposition or portions of the deposition must be designated as containing
4 Protected Material subject to the provisions of this Order; such designation must be made on the
5 record whenever possible, but a party or non-party may designate portions of depositions as
6 containing Protected Material after transcription of the proceedings; a party or non-party will have
7 until thirty (30) days after receipt of the deposition transcript to inform the parties to the action of
8 the portions of the transcript to be designated CONFIDENTIAL or ATTORNEY'S EYES ONLY.

9 b. The Producing Party will have the right to exclude from attendance at the
10 deposition, during such time as the Protected Material is to be disclosed, any person other than the
11 deponent, Counsel (including their staff and associates), the court reporter, and person(s) pursuant
12 to paragraph 9 or 10, below (the parties expressly agree to attempt to accommodate each other's
13 party representatives to the extent practicable and will attempt to provide notice as to when an
14 excluded representative may return to the deposition); and

15 c. The originals of the deposition transcripts and all copies of the deposition
16 must bear the legend CONFIDENTIAL or ATTORNEY'S EYES ONLY, as appropriate, and the
17 original or any copy ultimately presented to the court for filing must not be filed unless it can be
18 accomplished under seal, identified as being subject to this Order, and protected from being opened
19 except by order of this Court.

20 8. All Discovery Material designated as CONFIDENTIAL or ATTORNEY'S EYES
21 ONLY must not be disclosed by the Receiving Person to anyone other than those persons designated
22 within this Order and must be handled in the manner set forth below, and in any event, must not be
23 used for any purpose other than set forth in paragraph 2, unless and until such designation is
24 removed either by agreement of the parties, or by order of the Court.

25 9. Discovery Material designated ATTORNEY'S EYES ONLY may be viewed only
26 by:

27 a. Counsel (as defined in paragraph 4 above) of the Receiving Person;
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1 b. Independent experts and stenographic and clerical employees associated
2 with such experts, provided that they execute the attached Exhibit A). Prior to receiving any
3 Protected Material of the Producing Person, the expert must execute a copy of the Agreement to Be
4 Bound by Stipulated Protective Order,” attached hereto as Exhibit A. Counsel for the Receiving
5 Person must retain executed copies of such exhibits;

6 c. The Court and any Court staff and administrative personnel;

7 d. Any court reporter employed in this litigation and acting in that capacity; and

8 e. Any person indicated on the face of the document to be its author or co-
9 author, or any person identified on the face of the document as one to whom a copy of such
10 document was sent before its production in this action.

11 10. Discovery Material designated CONFIDENTIAL may be viewed only by the
12 individuals listed in paragraph 9 above, and by the additional individuals listed below:

13 a. Party principals or executives who are required to participate in policy
14 decisions with reference to this action;

15 b. Technical personnel of the parties with whom Counsel for the parties find it
16 necessary to consult, in the discretion of such Counsel, in preparation for trial of this action; and

17 c. Stenographic and clerical employees associated with the individuals
18 identified above.

19 11. All information that has been designated as ATTORNEY’S EYES ONLY by the
20 Producing Person, and any and all reproductions of that information, must be retained in the custody
21 of the Counsel for the Receiving Person, except that independent experts authorized to view such
22 information under the terms of this Order may retain custody of copies such as are necessary for
23 their participation in this litigation, but only during the course of this litigation.

24 12. Before any Protected Material is filed with the Court for any purpose, the party
25 seeking to file such material must seek permission of the Court to file the material under seal.
26 Unless otherwise permitted by statute, rule or prior order, papers filed with the court under seal
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1 shall be accompanied by a contemporaneous motion for leave to file those documents under seal,
2 and shall be consistent with the court's electronic filing procedures in LR IA 10-5.

3 13. At any stage of these proceedings, any party may object to a designation of
4 Discovery Material as Protected Material. The parties agree that disputes over the designations of
5 Protected Material shall be resolved by the process identified in paragraph 6 of the Discovery Plan
6 and Scheduling Order (Dkt. No. 74), or by such other process as the Court may direct.

7 14. All Protected Material must be held in confidence by those inspecting or receiving
8 it. To the extent the Protected Material has not been disclosed prior to and apart from this litigation,
9 it must be used only for purposes of this action, or as set forth in paragraph 2. If the Protected
10 Material was exchanged between the parties and/or producing non-party prior to and apart from
11 this litigation for purposes of conducting their respective businesses, the parties may continue to
12 use that otherwise Protected Material for that purpose. The parties may not distribute the Protected
13 Material beyond those persons or entities that had received the Protected Material prior to this
14 litigation. In addition, Counsel for each party, and each person receiving Protected Material, must
15 take reasonable precautions to prevent the unauthorized or inadvertent disclosure of such
16 information. If Protected Material is disclosed to any person other than a person authorized by this
17 Order, the party responsible for the unauthorized or inadvertent disclosure must (a) immediately
18 bring all pertinent facts relating to the disclosure to the attention of the other parties; (b) use its best
19 efforts to retrieve all copies of the Protected Material; and (c) without prejudice to any rights and
20 remedies of the other parties, make every effort to prevent further disclosure by the party and by
21 the person(s) receiving the disclosure (including asking such person(s) receiving the disclosure to
22 execute the "Agreement to Be Bound by Stipulated Protective Order" attached hereto as Exhibit
23 A).

24 15. No party will be responsible to a Producing Person for disclosure of Protected
25 Material under this Order if the information in question is not labeled or otherwise identified as
26 such in accordance with this Order.

1 16. If a party or non-party, through inadvertence, produces any Discovery Material
2 without labeling or marking or otherwise designating it as such in accordance with this Order, the
3 Producing Person may give written notice to the Receiving Person that the Discovery Material
4 produced are deemed Protected Material, and that the Discovery Material produced should be
5 treated as such in accordance with the appropriate designation under this Order. If the Receiving
6 Person has disclosed the Discovery Material before receiving the designation, the Receiving Person
7 must notify the Producing Person in writing of each such disclosure. Counsel for the parties will
8 agree on a mutually acceptable manner of labeling or marking the inadvertently produced Discovery
9 Material as CONFIDENTIAL or ATTORNEY'S EYES ONLY.

10 17. If a non-party produces Discovery Material that a party reasonably believes should
11 be designated as Protected Material, that party may designate such Discovery Material as
12 CONFIDENTIAL or ATTORNEY'S EYES ONLY by providing written notice to the other parties
13 and the non-party.

14 18. Nothing within this Order will prejudice the right of any party to object to the
15 production of any discovery material on the grounds that the material is protected as privileged or
16 as attorney work product.

17 19. Nothing in this Order will bar Counsel from rendering advice to their clients with
18 respect to this litigation and, in the course thereof, relying upon any information designated as
19 Protected Material, provided that the contents of the information must not be disclosed.

20 20. This Order will be without prejudice to the right of any party to oppose production
21 of any information for lack of relevance or any other ground other than the mere presence of
22 Protected Material. The existence of this Order must not be used by either party as a basis for
23 discovery that is otherwise improper under the Federal Rules of Civil Procedure.

24 21. Discovery Material designated as Protected Material pursuant to this Order also may
25 be disclosed if:

- 26 a. the Producing Person making the designation consents to such disclosure;
27 b. the Court, after notice to all affected persons, allows such disclosure; or
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1 c. the Receiving Person becomes obligated to disclose the information in
2 response to a lawful subpoena, provided that the subpoenaed party gives prompt notice to Counsel
3 for the Producing Person, and permits Counsel sufficient time to intervene and seek judicial
4 protection order in the action in which the subpoena was issued.

5 d. mock jury participants and jury consultants (not more than fifty (50)
6 individuals per side), who, prior to the Disclosure and their receipt of Discovery Materials, counsel
7 for the Party making the Disclosure shall deliver a copy of this Stipulated Confidentiality and
8 Protective Order to such person, shall explain that such person is bound to follow the terms of such
9 Order, and shall secure the signature of such person on a statement in the form attached hereto as
10 Exhibit A. Counsel must retain executed copies of the Exhibit As executed by each mock jury
11 participant and consultant. The parties may not disclose ATTORNEY'S EYES ONLY materials
12 to mock jury participants. Subject to the conditions in this paragraph, mock jurors shall not be
13 permitted to take home or keep any documents, notes, or other materials created or used by, or
14 provided to, them during any research session, and counsel shall take measures to ensure and
15 account for return of all such materials before dismissing each mock jury participant. Additionally,
16 each mock juror must verify, in writing, that neither they nor members of their immediate family
17 or household are employed by, or affiliated with, a party, a party's affiliate, or a party-affiliate
18 competitor. It shall be the obligation of counsel, upon learning of any breach or threatened breach
19 of this Stipulated Confidentiality and Protective Order by any mock jury participant or jury
20 consultant, to promptly notify counsel for the Designating Party of such breach or threatened
21 breach.

22 22. Nothing in this Confidentiality Order shall limit any Producing Person's use of its
23 own documents or shall prevent any Producing Person from disclosing its own Protected Material
24 to any person. Such disclosures shall not affect any confidentiality designation made pursuant to
25 the terms of this Order so long as the disclosure is made in a manner which is reasonably calculated
26 to maintain the confidentiality of the information. Nothing in this Order shall prevent or otherwise
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1 restrict Counsel from rendering advice to their clients, and in the course thereof, relying on
2 examination of Protected Material.

3 23. The restrictions and obligations set forth within this Order will not apply to any
4 information that:

5 a. the parties (and as applicable, producing non-party) agree should not be
6 designated Protected Material;

7 b. the parties agree (and as applicable, producing non-party), or the Court rules,
8 is already public knowledge; or

9 c. the parties agree (and as applicable, producing non-party), or the Court rules,
10 has become public knowledge other than as a result of disclosure by the Receiving Person, its
11 employees, or its agents, in violation of this Order.

12 24. Transmission by e-mail or facsimile is acceptable for all notification purposes within
13 this Order.

14 25. This Order may be modified by agreement of the parties, subject to approval by the
15 Court.

16 26. The Court may modify the terms and conditions of this Order for good cause, or in
17 the interest of justice, or on its own order at any time in these proceedings.

18 27. Upon termination of this litigation and the State Court Action, the originals and all
19 copies, whether exact copies, compilations, digests, or non-exact copies in any form, of Discovery
20 Materials shall, within thirty (30) days, be returned to the entity who produced such Discovery
21 Materials (with the resulting shipping expense to be paid by the producing entity), or shall be
22 destroyed (together with a written certification of the complete destruction of the Discovery
23 Materials), or shall otherwise be disposed as may be mutually agreeable among the applicable
24 entity(ies). Nevertheless, counsel of record may retain their file copies of all filings, official
25 transcripts, exhibits, and other such materials deemed necessary to comply with professional and
26 ethical obligations, provided that counsel continues to treat all Discovery Materials in the manner
27 provided in this Order. Notwithstanding the provisions of this paragraph, inaccessible copies of
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confidential or proprietary material, including electronic copies created through the routine operation of the recipient(s)' standard archival and backup procedures, do not need to be returned or destroyed.

28. After termination of this action, the provisions of this Order shall continue to be binding, except with respect to those documents and information that became a matter of public record. This Court retains and shall have continuing jurisdiction over the parties and Receiving Persons for enforcement of the provisions of this Order following termination of this litigation.

DATED this 1st day of July, 2020.

LEWIS ROCA ROTHGERBER CHRISTIE LLP KEMP JONES, LLP

By: /s/ E. Leif Reid

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IT IS SO ORDERED

DATED: 4:39 pm, July 06, 2020

BRENDA WEKSLER
UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

LAS VEGAS SUN, INC., a Nevada
corporation,

Plaintiff,

v.

SHELDON ADELSON, an individual and as
the alter ego of News+Media Capital Group
LLC and as the alter ego of Las Vegas Review
Journal, Inc.; PATRICK DUMONT, an
individual; NEWS+MEDIA CAPITAL GROUP
LLC, a Delaware limited liability company;
LAS VEGAS REVIEW-JOURNAL, INC., a
Delaware corporation; and DOES, I-X,
inclusive,

Defendants.

Case No. 2:19-CV-01667-GMN-BNW

AGREEMENT TO BE BOUND BY STIPULATED PROTECTIVE ORDER

I, _____, declare and say that:

1. I am employed as _____
by _____.
2. I have read the Stipulated Confidentiality and Protective Order (the "Order") entered
in *Las Vegas Sun, Inc. v. Sheldon Adelson, et al.*, and have received a copy of the Order.
3. I promise that I will use any and all CONFIDENTIAL information, as defined in the
Order, given to me only in a manner authorized by the Order, and only to assist Counsel in the
litigation of this matter.
4. I promise that I will not disclose or discuss such CONFIDENTIAL information with
anyone other than the persons described in paragraphs 5 and 6 of the Order.
5. I acknowledge that, by signing this agreement, I am subjecting myself to the

1 jurisdiction of the United States District Court of Nevada with respect to the enforcement of the
2 Order.

3 6. I understand that any disclosure or use of CONFIDENTIAL information in any
4 manner contrary to the provisions of the Protective Order may subject me to sanctions for contempt
5 of court.

6 7. I will return all CONFIDENTIAL Discovery Material (as defined in the Order) to
7 the attorney who provided it to me, upon request of that attorney, and I shall not retain any copies
8 of said Discovery Material or any information contained within CONFIDENTIAL Discovery
9 Material.

10 I declare under penalty of perjury that the foregoing is true and correct.

11 Date: _____ Signature _____
12